

RICHARD E. DROOYAN (State Bar No. 065672)
Richard.Drooyan@mto.com
SHOSHANA E. BANNETT (State Bar No. 241977)
Shoshana.Bennett@mto.com
MUNGER, TOLLES & OLSON LLP
355 South Grand Avenue
Thirty-Fifth Floor
Los Angeles, CA 90071-1560
Telephone: (213) 683-9100
Facsimile: (213) 687-3702

Attorneys for Defendant
CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

Teresa Wyatt, Individually and On Behalf
of All Others Similarly Situated,

Plaintiff,

vs.

Cellco Partnership, A Delaware General
Partnership d/b/a Verizon Wireless,

Defendant.

CASE NO. 07 CV 2265 JM (CAB)

**DECLARATION OF SANA E A MAGEO IN
SUPPORT OF MOTION TO COMPEL
ARBITRATION**

Date: April 7, 2008

Time: 10 a.m.

Judge: Hon. Jeffrey Miller

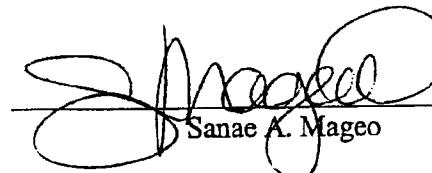
1 I, Sanae A. Mageo do hereby declare and say:

2 I am employed by Verizon Wireless as a Supervisor in the Executive Relations
3 Department. I submit this declaration in support of Verizon Wireless's Motion to Compel
4 Arbitration. I have personal knowledge of the matters set forth herein and could and would
5 testify competently to each of them.

6 1. Attached hereto as Exhibit 1 is a true and correct copy of an agreement to
7 abide by the current Verizon Wireless Customer Service Agreement, signed by Plaintiff
8 Teresa Wyatt on May 26, 2007.

9 2. Attached hereto as Exhibit 2 is a true and correct copy of the Verizon Wireless
10 Customer Service Agreement as of May 2007.
11

12
13 I declare under penalty of perjury that the foregoing is true and correct.
14 Executed this 29th day of February, 2008, in Irvine, California
15



16
17 Sanae A. Mageo
18

EXHIBIT 1

VERIZON WIRELESS
980 CAMINO DE LA REINA
San Diego, CA 92108-3290
(619)209-5818

Order Location: 29672 01 #122177
Order Type: PS
Receive Location: 29672 01 Register: 14
05/26/2007 12:26 PT NONANAW - EBR74

=====

Calling Plan:
AMERICA'S CHOICE II FAMILYSHR PRI 2100 -
ANY UNL N&W/IN CALL \$100.00 2Y 0705

Effective Date: 05/26/2007

Contract End Date: 05/26/2009
Static IP Address:

Included Features:

MESSAGE WAITING INDICATOR
CALLER ID
BUSY TRANSFER
3-WAY CALLING
CALL DELIVERY
CALL WAITING
NO ANSWER TRANSFER
CALL FORWARDING
TXT MSG W PER MSG CHARGES
BASIC VOICE MAIL - \$0

Selected Features:

GENERAL IP ADDRESS
BLACKBERRY PROVISION
CONTRACT RENEWAL 1YR FS - \$0
EQUIPMENT OFFER ACCEPTED - \$0
STREAMLINED BILLING - \$0
BLACKBERRY BROADBND UNL \$44.99
NEW EVERY TWO MULTI TIER
NATIONAL ACCESS ROAMING
BBA CONNECT UNL \$15
IN CALLING NATL UNLIM - \$0
UNL IN 500 MSG NON-CAMERA \$10

Insurance:
TEC ASURION - \$5.99

Promotions:
UNLIMITED NIGHT & WEEKEND MINS

The addition of certain newly-added features or optional services will be effective as of today, and not as of the effective date of your new calling plan.

Mtn: (619) 743-5076
Esn: 07614225918

Items :
NAR6002 1 YR. MFG. WARRANTY

Items received:
PLAN/FEATURE BROCHURE
WELCOME GUIDE

=====

Taxes & surcharges apply & may vary.
Federal Universal Service Charge of 11.7%
of interstate & int'l telecom charges
(varies quarterly based on FCC rate)
and a \$.04 Regulatory Charge and \$.70
Administrative Charge per line/month are
our charges, not taxes.

** A G R E E M E N T **

I understand that if I am porting in my phone number from another service provider, I may owe that provider an early termination fee and other charges, and I understand that, during the porting process, the ability for me to receive calls, including return calls from 911 personnel, will not be available.

I AGREE TO THE CURRENT VERIZON WIRELESS CUSTOMER AGREEMENT (CA), INCLUDING THE CALLING PLAN, (WITH EXTENDED LIMITED WARRANTY/SERVICE CONTRACT, IF APPLICABLE), AND OTHER TERMS AND CONDITIONS FOR SERVICES AND SELECTED FEATURES I HAVE AGREED TO PURCHASE AS REFLECTED ON THE RECEIPT, AND WHICH HAVE BEEN PRESENTED TO ME BY

T.A.Z.

THE SALES REP. AND WHICH I HAD THE OPPORTUNITY TO REVIEW. I UNDERSTAND THAT I AM AGREEING TO AN EARLY TERMINATION FEE OF UP TO \$175, LIMITATIONS OF LIABILITY FOR SERVICE AND EQUIPMENT, SETTLEMENT OF DISPUTES BY ARBITRATION AND OTHER MEANS INSTEAD OF JURY TRIALS AND OTHER IMPORTANT TERMS IN THE CA.

Account Holder Signature:

TERESA WYATT

Contract Acceptance Date: 05/26/2007

Thank You

EXHIBIT 2

Return Form**Verizon Wireless
Welcome Guide**

If you purchased your merchandise from the Verizon Wireless online store or from one of our Telemarketing or Customer Service Representatives and wish to return it, please complete the form below. Then sign, detach and return it with your merchandise. See return procedures in this brochure for details.

Returning your merchandise does not automatically terminate your service. In order to cancel your service, you MUST contact Customer Service at the phone number on your receipt.

Customer Information:

Name _____

Daytime Phone # _____

Wireless # _____

I understand that in order for this return to be processed, I am required to include a copy of the original sales receipt and to return the merchandise in good condition, in the original packaging, and with all related materials enclosed. Before credit for the return is processed, the original merchandise must be returned in its entirety to the address on the return label. I will cover the original shipping label by placing the new enclosed return shipping label over the old label. The refund for return merchandise will be processed within 6-8 weeks. I understand that if I return a phone without a UPC on the box, the amount of the refund will be reduced by the amount of any mail-in rebate that was available for the phone at the time of purchase. If the purchase was made by check, one in the amount of the purchase will be issued to me. Shipping charges will not be refunded. In addition, for phone returns, I am aware of my wireless service contractual obligations.

We're Not 100% Satisfied Unless You Are.

Let Us Know What You Think.

At Verizon Wireless, we really value your opinion. Please go to verizonwirelesssurvey.com and tell us how we're doing.

Important:
**Please read
carefully and file
in a safe place.**

Getting Started with Voice Mail,
"How To" Quick Guide & More

Customer Agreement Terms & Conditions

Wireless Safety & Assistance

Return & Exchange Policy

Signature (Required to process Return/Exchange)

Date _____



18002 JOIN IN
verizonwireless.com
DIRWLG507IN
©2007 Verizon Wireless 1.0

Return Form**Important Information****Don't Forget To:**

- Cancel your service by contacting Customer Service at the phone number on your receipt.
- Pack the merchandise in its original box and shipping carton.
- Include the original customer receipt and retain a copy for your records.
- Complete, detach and include the Returning Form with your shipment.
- Complete the prepaid, preaddressed return-shipping label and affix it to the outside of the shipping carton.
- Retain a copy of the shipping label as proof of shipment.

Please staple your Sales Representative's business card here.**Welcome To Verizon Wireless!****We're glad you have joined America's Most Reliable Wireless Network.**

To help you understand your new service and make the most of all we offer, we've provided this helpful, easy-to-use guide.

Worry Free Guarantee®

- You'll enjoy America's Most Reliable Wireless Network.
- You have the option to change your calling plan at any time.
- If you ever have a problem, it becomes our problem — the first time you call.
- Your satisfaction is guaranteed on any equipment you purchase from Verizon Wireless.
- You can get a free phone every two years with *New Every Two®*.
- You'll receive free *Back-Up Protection* so you never have to worry about losing your phones contact list.
- You can get a new phone every year with *Annual Upgrade*.
- If you're using more minutes than your calling plan includes, we'll let you know with *Minute Check*.

Please clip your receipts here for future use or reference.**Your Wireless Phone Number is:****Full Access/Authorized Contacts on Account:**

1. _____
2. _____

One or two-year Customer Agreement required.
See Customer Agreement for complete Worry Free Guarantee, Back-Up Protection, Annual Upgrade and Minute Check are available for accounts with up to 10 lines that are enabled in My Account. For additional details, see the Important Information section.



**For additional information,
visit these helpful links:**

Voice Mail & Calling Features

For assistance on how to use calling features like Voice Mail, Call Forwarding, and 3-Way Calling, visit:

http://support.vzw.com/features/calling_features/basic_voice_mail.html
http://support.vzw.com/features/calling_features/call_forwarding.html
http://support.vzw.com/features/calling_features/3_way_calling.html

Bluetooth®

For assistance on how to use Bluetooth and what functionality is available for your device, visit:

<verizonwireless.com/bluetooth>

VZ Navigator™

To learn about or for information on how to get, set up and where you can use VZ Navigator, visit:

<verizonwireless.com/vznavigator>

Chaperone™

To learn about or for information on how to set up, manage and where you can use Chaperone, visit:

<verizonwireless.com/chaperone>

Eligible Defective Handset Exchanges

If your phone malfunctions as a result of a manufacturing defect after the return and exchange period but within the first year that you own the phone, Verizon Wireless will either exchange your phone for a like unit or one of comparable quality at no cost to you, or assist you in sending the phone to the manufacturer's authorized repair facility.

If you choose to exchange your phone, the phone you receive may be refurbished equipment. Once you have exchanged your phone, we will not be able to undo the exchange and return your original phone to you if you have difficulty with the refurbished phone. Verizon Wireless will replace it with another refurbished phone. Refurbished phones will carry the remaining warranty period from the original phone, or 90 days, whichever is greater.

Unless you have enrolled in the Extended Warranty or Total Equipment Coverage programs, Verizon Wireless will assess a fee for equipment that is replaced due to electrical malfunction or manufacturer defect after the one-year warranty period.

Phones subjected to neglect, misuse, water damage, unreasonable wear and tear, and the like, are not eligible for any return or exchange program. This program does not cover lost or stolen phones. These policies do not limit or supersede any existing manufacturer's warranties.

This program may be considered to be a "warranty" or "service contract" in certain states. In these states, please refer to the Verizon Wireless Consumer brochure for full details.

Exchange New Merchandise

Within 30 days of purchase of new merchandise, you may exchange it one time. In order to make the exchange, return the merchandise (including phone, charger, battery, instructions, etc.) in its ORIGINAL box. All merchandise must be in like-new condition. Please have your customer receipt available as proof of purchase. Shipping charges may apply to exchange merchandise sent to you by Verizon Wireless.

If you purchased your merchandise from the Verizon Wireless online store or over the phone from one of our Telemarketing or Customer Service Representatives, please contact the phone number on your customer receipt for more details on completing your exchange. If you purchased your merchandise from a Verizon Wireless Communications Store, please contact the store for more information on completing your exchange.

If you purchased your merchandise from another retailer, the retailer's exchange policy applies.

Let's Get Started

Review Your Calling Plan

(refer to your Consumer or Business brochure for details)

- Activation Fee
- Monthly Access Charge for Calling Plan
- Monthly Anytime Minutes
- IN Calling Minutes and Coverage Area
 - Night & Weekend Minutes and Hours
 - Per-Minute Rate After Allowance
 - Home Rate and Coverage Area
- Benefits of, and additional charges for, Included Features and Optional Services, including Insurance
- Getting Started (pages 3-7)
 - How to Set Up and Listen to Voice Mail
 - Manage Your Account with My Account
 - "How To" Quick Guide
- Customer Agreement Terms & Conditions (pages 8-13)
 - Minimum Term
 - Early Termination Fee
 - Deposit Requirements (if applicable)
 - What to Expect on Your First Bill
 - A full month of access charges for your calling plan, billed in advance activation through first billing cycle date
 - Applicable taxes, surcharges and fees
- Wireless Safety & Assistance (pages 14-15)
- Return & Exchange Policy (pages 15-17)
 - Return Form (see back panel)

Getting Started



How to Set Up and Listen to Voice Mail
Here's how to set up and access your mailbox from your wireless phone on the Verizon Wireless Network:

1. Dial *** 8 # SEND** (*VM).
2. If you hear your own greeting or a system greeting, press **#** to interrupt it.

3. Set Up: follow the prompts to create a password and greeting.
Listen: follow the prompts to enter your password, then press **#**.

- Here's how to set up and access your mailbox outside the Verizon Wireless Network or from any Touch Tone® phone:
 1. Dial your wireless number.
 2. If you hear your own greeting or a system greeting, press **#** to interrupt it.
 3. Set Up: follow the prompts to create a password and greeting.
Listen: follow the prompts to enter your password, then press **#**.

- Note: You will know a message is waiting for you when you see an envelope, other icon or text message.
- For additional information please go to verizonwireless.com/support.

Getting Started

Included Features

- Skip Greeting allows callers to press ***** to skip your greeting and leave messages faster.
- Language option offers a choice of English or Spanish prompts.
- Delayed message deletion allows you to erase an accidentally deleted message before exiting the Voice Mail session.
- With Callback Number, callers are prompted to press **5** to leave a callback number in the form of a text message.
- Future Delivery allows you to record a message to be sent at a future date/time.
- Distribution lists allow you to send messages to numerous individuals at the same time (they must be equipped with Verizon Wireless Voice Mail service within your area).
- Personal Operator™ allows your calls to be forwarded to a second destination when you do not answer your phone. Whether the number you choose is your back-up number, your phone or your assistant's number, just alert your callers to press **0**, so they have another way to reach you.
- Fax feature™ allows you to accept fax transmissions into your Voice Mailbox and then forward them to a fax machine for printing. Holds up to 20 pages.

Timesaving Tips*

While listening to a message, press:

- 1 - Rewind
- 2 - Pause
- 3 - Fast Forward
- 4 - Slower
- 5 - Envelope Info (date/time)
- 6 - Faster
- 7 - Delete Message
- 11 - Rewind to Beginning
- 33 - Fast Forward to End
- X - Cancel
- # - Finish/Skip
- 0 - Help

After listening to a message, press:

- 4 - Replay
- 7 - Delete
- 9 - Save
- 0 - Help

Call Return*
Call Return allows you to return a call from your Voice Mailbox after listening to a message by following the "to return a call" prompt at the end of the message. The Voice Mailbox will play back the caller's number and give you the option of returning the call to that number or changing it. Once your call is finished, press **#** to return to your mailbox at the point where you left off.

Voice Mail Options	Basic Voice Mail	Enhanced Voice Mail
Maximum Message Length	3 minutes	5 minutes
Saved Messages	21 days	40 days
Retained	20 days	40 days
Maximum Number of Messages	20	40
Monthly Access	Included	Contact Customer Service at *611 for rate and activation

* Calling minutes do not apply to Voice Mail setup, retrievals or calls made using Call Return.

You will be charged to maintain your connection to Voice Mail. When you access your Voice Mailbox from your wireless phone in your home area, the minutes will be deducted from your Monthly Anytime Minutes or your Night & Weekend Minutes, depending on the time that you call. Please Note: Voice Mail areas exceeding your Monthly Anytime Minutes will be called at the Per-Minute Rate After Allowance specified in your calling plan. When you access your Voice Mailbox from your wireless phone and you are not in your home area and coverage area, the minutes will be deducted from your wireless phone rate and your wireless phone rate. No airtime is incurred when accessing your Voice Mailbox from your wireless phone. Verizon Wireless is not liable for missed messages or deletions of messages from your mailbox, even if you saved them. Voice Mail is not available in some areas.

Setup: Your Voice Mailbox is not password protected until you access it and complete the new-use tutorial, which includes selection of a permanent password. Voice Mailbox is not initialized within 45 day of feature activation may be deleted.

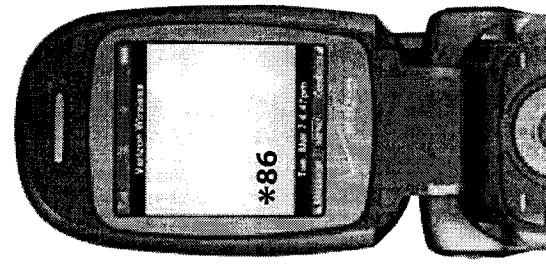
Group Lists: Phone numbers on your distribution list must have Verizon Wireless Voice Mail activated and in your area to receive the messages you send.

Call Forwarding: When Call Forwarding is enabled, you will not be able to access Voice Mail in some local areas or while roaming (if applicable). If you are unable to access Voice Mail, disable Call Forwarding to gain access.

Call Block: Customers in Southern IL, South Bend IN, Cedar Rapids/Des Moines River Valley IA: Please note that when a caller presses **5** to leave a callback number, some handset receive the first message but won't display the number. The screen will read "Content cannot be displayed." Some other handsets receive no indication that a callback number was sent to you and neither does not accept calls back that numbers, you may want to modify your greeting to alert callers that the press **5** option does not work.

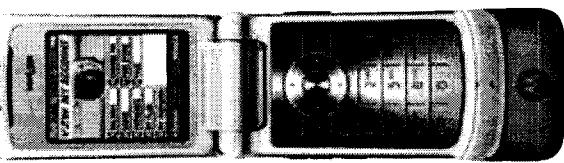
Not all Voice Mail features are available in all areas.
Requires Enhanced Voice Mail.

Quick Reference Guide for how to use Voice Mail features can be found online at: http://support.verizon.com/features/calling_features/basic_voice_mail.html



Getting Started

Getting Started

**My Account On Your Phone**

Get automated phone services **FREE** on your wireless phone. View your calling plan and features, reset your Voice Mail password, find a Verizon Wireless Communications Store, and more.

Check your balance.^Δ

Dial #BAL (#225) **SEND**

- Actual billing may vary based on calling plan
- Check account balance
- Make a payment
- Make payments, manage payment accounts, and view payment history

Update latest network coverage

Dial *228 **SEND and select option 2**

- Recommend updating every 3 months
- Check your minutes used^Δ
- Estimate of your current month's unbilled usage
- Check your Data, Text, Picture & Video Messages^Δ

If your wireless phone features Mobile Web 2.0, you can manage your account through your phone's Web browser **FREE OF CHARGE**. Launch **My Account** directly from the **Setting & Tools** menu. If you're a Mobile Web 2.0 subscriber, select **VZW Services** and then **My Account**. If you're not a subscriber, you'll see a **VZW Services** menu with a **FREE** link to **My Account**.

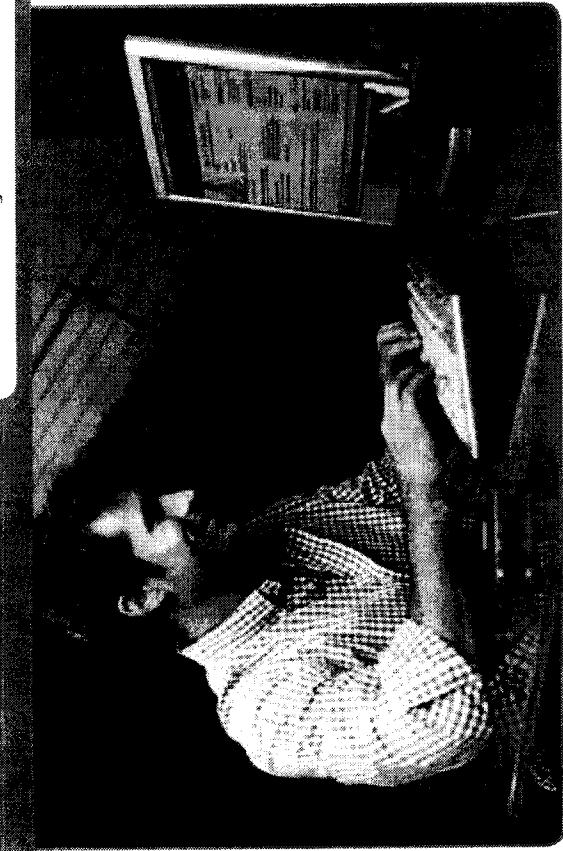
Get Easy and Convenient Access to Your Account.

My Account Online

- Get even more Worry Free Guarantee benefits with **My Account**
- You'll receive free **Back-Up Protection** so you never have to worry about losing your phone's contact list
- You can get a new phone every year with **Annual Upgrade**
- If you're using more minutes than your calling plan includes, we'll let you know with **Minute Check**

Learn More

- Reset your Voice Mail password
- Enroll in Paperless Billing or Auto Pay
- Upgrade, activate your phone, and purchase accessories
- View, pay, and manage your bill
- Change your calling plan or add a line of service
- Upgrade, activate your phone, and purchase accessories
- How to use your service, phone, and calling features
- Check gift cards, rebate status, and minutes used
- Online support and view demos



Dial *611 or call 1.800.922.0204 for the following automated account services:

- Check account balance^Δ
- Check number of minutes used^Δ
- Add/remove calling features
- Request a detailed copy of your current bill
- Reset your Voice Mail password

Connecticut Customers Only

- If you have any questions about your bill or concerns about your service, please call Customer Service at 1.800.922.0204 or dial *611 from your wireless phone.
- If we cannot resolve your issue, you have the option of contacting the Department of Public Utility Control (DPUC):

- Online: www.state.ct.us/dpuc
- Phone: 1.866.381.2355
- Mail: Connecticut DPUC
10 Franklin Square
New Britain, CT 06051

To access online services, register with **My Account** online today. Simply go to verizonwireless.com and select "Register" from the **My Account** menu. See verizonwireless.com/myaccount for details. Back-Up Protection, Annual Upgrade, and Minute Check are available for accounts with up to 10 lines that are enrolled in **My Account**.

^ΔA free text message with your information will automatically be sent to your wireless phone. Or, you can stay on the line to hear your information or make a payment. The estimate of your balance and/or minutes used may not include calls placed or received outside your local calling area. Further, billing for minutes used may vary, depending on your calling plan (and whether any of the minutes used are included in a night & Weekend or IN calling allowance, or were made while roaming).

Customer Agreement Terms & Conditions

OF THESE THINGS. You can cancel (if you're a new customer) or go back to the conditions of your former Customer Agreement (if you're already a customer) without additional fees if you tell us (and return to us in good condition any wireless phone you got from us with your new service) **WITHIN 30 DAYS** of accepting. You'll still be responsible through that date for the new service and any charges associated with it.

Your Rights to Change or End Your Service; Termination Fees; Phone Number Portability

~ Except as explicitly permitted by this agreement, you're agreeing to maintain service with us for your minimum term. (Periods of suspension of service don't count towards fulfillment of your minimum term.) After that, you'll become a month-to-month customer under this agreement. **AN EARLY TERMINATION FEE WILL APPLY IF YOU CHOOSE TO END YOUR SERVICE BEFORE BECOMING A MONTH-TO-MONTH CUSTOMER, OR IF WE TERMINATE IT EARLY FOR GOOD CAUSE, OR FOR SERVICE ACTIVATED PRIOR TO 11/16/06 THE EARLY TERMINATION FEE IS \$175 PER WIRELESS PHONE NUMBER, FOR SERVICE ACTIVATED ON OR AFTER 11/16/06, OR FOR LINES OF SERVICE WITH MINIMUM TERMS EXTENDED ON OR AFTER 11/16/06, THE EARLY TERMINATION FEE IS \$175, WHICH WILL BE REDUCED BY \$5 FOR EACH FULL MONTH TOWARD YOUR MINIMUM TERM THAT YOU COMPLETE.** (The Early Termination Fee applies only to the extent permitted by law. If you buy your wireless phone from an authorized agent or third-party vendor, you should check to see if they charge a separate termination fee.) If you terminate your service as of the end of your minimum term, you won't be responsible for any remaining part of your monthly billing cycle. Otherwise, all terminations by you during a monthly billing cycle become effective on the last day of that billing cycle. You'll remain responsible for all fees and charges incurred until then and won't be entitled to any partial month credits or refunds. You may be able to take, or "port," your current wireless phone number to another service provider. If you request your new service provider to port a number from us, and we receive your request from that new service provider, we'll treat it as notice from you to terminate our service for that number upon successful completion of porting. After the porting is completed, you won't be able to use our service for that number. You'll remain responsible for any Early Termination Fee, and for all fees and charges through the end of that billing cycle, just like any other termination. If

Getting Started

"How To" Quick Guide*

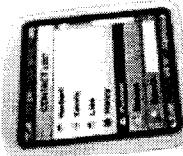
How to Add a Contact Via Your Phone

1. Select **Contacts**, then **Options** and **New Contact**.

2. Enter name.

3. Scroll to enter wireless, office and home telephone numbers and email address.

4. Press **Save**.



How to Download Games

1. Select **Get It Now** on your phone.

2. Choose **Get Fun & Games** and press **OK**.

3. Select **Get New App**.

4. Choose from a list of game categories you can browse and download.

How to Download Wallpaper

1. Select **Get It Now** on your phone.
2. Choose **Get PIX & FLIX** and press **OK**.
3. Select **Get New PIX**, then **Get New App**.
4. Select the Wallpaper application you want.

Updating Your Phone's Software
We're always updating our wireless network, so dial ***2#** **2#** **3#** **SEND** (toll- and airtime-free) every 3 months and get the most up-to-date network software. When prompted, press **2** and wait for your confirmation.

How to Snap & Send a Picture

1. Launch camera by briefly pushing Camera button.
2. Capture image by clicking **OK**.
3. Press **SEND** and select up to 10 recipients including your online photo album—PIX place.*
4. Add text and sound, if you wish, and then press **SEND** one more time.

How to Send a Text, Picture or Video Message
1. Select **Messaging** and then choose type of message you want to send.

2. Enter or choose a phone number from your contact list.
3. Create your message and press **SEND**.

How to Download Ringtones

1. Select **Get It Now** on your phone.
2. Choose **Get Tunes & Tones** and press **OK**.
3. Choose **Get New Ringtones**.
4. Choose **Get New App**.
5. Select the Ringtone application you want.

How to Change Your Ringtone

1. Go to **Settings and Tools**.
2. Go to **Sounds** and select **Call Sounds**.

*Certain services require compatible handsets. Instructions may vary by handset.

IF YOU DON'T WANT TO ACCEPT, DON'T DO ANY

you're porting a phone number to us from another company, we may not be able to provide you some services, such as 911 location services, immediately.

Our Rights to Make Changes

Your service is subject to our business policies, practices, and procedures, which we can change without notice. UNLESS OTHERWISE PROHIBITED BY LAW, WE CAN ALSO CHANGE PRICES AND ANY OTHER CONDITIONS IN THIS AGREEMENT AT ANY TIME BY SENDING YOU WRITTEN NOTICE PRIOR TO THE BILLING PERIOD IN WHICH THE CHANGES WOULD GO INTO EFFECT. IF YOU CHOOSE TO USE YOUR SERVICE AFTER THAT POINT, YOU'RE ACCEPTING THE CHANGES. IF THE CHANGES HAVE A MATERIAL ADVERSE EFFECT ON YOU, HOWEVER, YOU CAN END THE AFFECTED SERVICE WITHOUT ANY EARLY TERMINATION FEE JUST BY CALLING US WITHIN 60 DAYS AFTER WE SEND NOTICE OF THE CHANGE.

Your Wireless Phone

Your wireless phone is any device you use to receive our wireless voice or data service. It must comply with Federal Communications Commission regulations and be compatible with our network and your Calling Plan. Whether you buy your wireless phone from us or someone else is entirely your choice. At times we may change your wireless phone's software, applications or programming remotely and without notice. This could affect data you've stored on the way you've programmed, or the way you use, your wireless phone. Your wireless phone may also contain software that prevents it from being used with any other company's wireless service, even if it's no longer used to receive our service.

Your Wireless Phone Number and Caller ID

You don't have any rights in any personal identification number, email address, or identifier we assign you (we'll tell you if we decide to change or reassign them). The same is true of your wireless phone number, except for any right you may have to port it. Your wireless phone number and name may show up when you call someone. You can block this "caller ID" for most calls by dialing *67 before each call, or by ordering per-line call blocking (dialing *82, to unblock) where it's available. You can't block Caller ID to some numbers, such as toll-free numbers.

How Service Works

Wireless phones use radio transmissions, so we can't provide service when your wireless phone isn't in range

of one of our transmission sites, or a transmission site of another company that's agreed to carry our customers' calls or if there isn't sufficient network capacity available at that moment. Even within a coverage area, there are many factors, including customer's equipment, terrain, proximity to buildings, foliage, and weather, that may impact service.

Charges and Fees We Set

~ You agree to pay all access, usage, and other charges and fees we bill you or that the user of your wireless phone accepted, even if you went the user of your wireless phone and didn't authorize its use. These include Federal Universal Service, Regulatory and Administrative Charges, and may also include other charges related to our governmental costs. We set these charges. They aren't taxes, aren't required by law, are kept by us in whole or in part, and the amounts and what's included are subject to change. You may have to pay fees to begin service or reconnect suspended service. Usage charges may vary depending on where, when, and how you call. You have a Home Rate and Coverage Area and a Local Calling Area (which may be different). When you call from inside a Local Calling Area to somewhere outside of it, or call from anywhere outside a Local Calling Area, there may be toll, regional calling, or long distance charges applied to the call. We provide or select the long distance service for calls on our network. When you make a call inside your Local Calling Area that uses a local phone company's lines (for example, a call to a typical home phone number), we may charge landline or connection fees. We charge airtime for most calls, including toll-free and operator-assisted calls. Additional features and services such as operator or directory assistance, call dialing, calling card use, Call Forwarding, data calls, automatic call delivery, Voice Mail, Text Messaging, and wireless Internet access, may have additional charges. Features such as Call Waiting, Call Forwarding, or 3-Way Calling involve multiple calls and multiple charges.

Taxes, Fees, and Surcharges We Don't Set

~ You agree to pay all taxes, fees, and surcharges set by the government. We may not always give advance notice of changes to these items. If you're tax-exempt you must give us your exemption certificates and pay for any filings we make.

Roaming and Roaming Charges

You're "roaming" whenever you make or receive a call using a transmission site outside your Home Rate and

Coverage Area, or using another company's transmission site. Your wireless phone may sometimes connect to and roam on another company's network even when you're within your Home Rate and Coverage Area or Local Calling Area. There may be extra charges (including charges for long distance, tolls, or calls that don't connect) and higher rates for roaming calls, depending on your Calling Plan.

Your Bill

~ Your bill is our notice to you of your fees, charges and other important information. You should read everything in your bill. We bill usage charges after calls are made or received. We bill access fees and some other charges in advance. You can view your detailed bill online. We'll also send you a streamlined bill without call detail (or a detailed bill if you request one, subject to any applicable fee). We may charge a fee for bill reprints. If you choose Internet billing (where available), you waive any right to paper bills or notices.

How We Calculate Your Bill

Your bill reflects the fees and charges in effect under your Calling Plan at the time they're incurred. You can dispute your bill, but only within 180 days of receiving it. Unless otherwise provided by state law, you must still pay any disputed charges until the dispute is resolved. Charges may vary depending on where your wireless phone is when a call starts. If a charge depends on an amount of time used, we'll round up any fraction of a minute to the next full minute. Time starts when you first press **send**, or the call connects to a network on outgoing calls, and when the call connects to a network (which may be before it rings) on incoming calls. Time may end several seconds after you press **end**, or the call otherwise disconnects. For calls made on our network, we only bill for calls that are answered (which includes calls answered by machines). Most calls you make or receive during a billing cycle are included in your bill for that cycle. Billing for airtime (including roaming) and related charges may however, sometimes be delayed. Delayed airtime will be applied against the included airtime for the month when you actually made or received the call, even though such charges may show up on a later bill. This may result in charges higher than you'd expect in the later month.

Taxes, Fees, and Surcharges We

Don't Set

~ You agree to pay all taxes, fees, and surcharges set by the government. We may not always give advance notice of changes to these items. If you're tax-exempt you must give us your exemption certificates and pay for any filings we make.

Roaming and Roaming Charges

You're "roaming" whenever you make or receive a call using a transmission site outside your Home Rate and

the same number answers within 5 minutes, call us within 90 days and we'll give you a 1-minute airtime credit. If service is interrupted in your Home Rate and Coverage Area for more than 24 hours in a row due to our fault, call us within 180 days and we'll give you a credit for the period of interruption. These are your only rights for dropped calls or interrupted service.

Payments, Deposits, Credit Cards, and Checks

~ Payment is due in full as stated on your bill. If we DON'T RECEIVE PAYMENT IN FULL WHEN DUE, WE MAY, TO THE EXTENT PERMITTED BY THE LAW OF THE STATE OF THE BILLING ADDRESS, WE HAVE ON FILE FOR YOU AT THE TIME, CHARGE YOU A LATE FEE OF UP TO 1.5 PERCENT A MONTH (18 PERCENT ANNUALLY), OR A FLAT \$5 A MONTH, WHICHEVER IS GREATER, ON UNPAID BALANCES. (IF YOU CHOOSE ANOTHER COMPANY TO BILL YOU FOR OUR SERVICE (SUCH AS ANOTHER VERIZON COMPANY), LATE FEES WILL BE SET BY THAT PARTY OR BY ITS TARIFFS, WHICH MAY BE HIGHER THAN OUR LATE FEE RATE.) WE MAY ALSO CHARGE YOU FOR ANY COLLECTION AGENCY FEES THAT WE ARE CHARGED BY A COLLECTION AGENCY WE USE TO COLLECT FROM YOU IF IT IS PERMITTED BY THE LAW OF THE STATE WHERE YOU HAVE YOUR BILLING ADDRESS WHEN WE FIRST SEND YOUR ACCOUNT TO A COLLECTION AGENCY. We may require an advance deposit (or an increased deposit) from you. We'll pay simple interest on any deposit at the rate the law requires. Please retain your evidence of deposit. You agree that we can apply deposits, payments, or pre-payments in any order to any amounts you owe us on any account. You can't use a deposit to pay any bill unless we agree. We refund final credit balances of less than \$1 only upon request. We won't honor limiting notations you make on or with your checks. We may charge you up to \$25 for any returned check, depending on applicable law.

If Your Wireless Phone is Lost or Stolen

If your wireless phone is lost or stolen, it is very important that you notify us immediately for your own protection, so that we can suspend your service to prevent further usage. If your bill shows charges to your phone after the loss but before you reported it, and you want a credit for those charges, we will investigate your account activity. You do not have to pay the charges you dispute while they are being investigated to determine whether the charges resulted from usage by someone not authorized to use the phone. Further, if we haven't given you

Your Rights for Dropped Calls or Interrupted Service

If you get disconnected by our network from a call in your Home Rate and Coverage Area, redial. If

<p>Dispute Resolution and Mandatoriness</p> <p>Arbitration</p>	<p>~ WE EACH AGREE TO SETTLE DISPUTES (EXCEPT CERTAIN SMALL CLAIMS) ONLY BY ARBITRATION. THERE'S NO JUDGE OR JURY IN ARBITRATION, AND REVIEW IS LIMITED, BUT AN ARBITRATOR CAN AWARD THE SAME DAMAGES AND RELIEF AS A COURT WOULD. IF AN APPLICABLE STATUTE PROVIDES FOR AN AWARD OF ATTORNEY'S FEES, AN ARBITRATOR CAN AWARD THEM TOO. WE ALSO EACH AGREE TO THE FULLEST EXTENT PERMITTED BY LAW, THAT:</p> <ol style="list-style-type: none"> (1) THE FEDERAL ARBITRATION ACT APPLIES TO THIS AGREEMENT, EXCEPT FOR QUALIFYING SMALL CLAIMS COURT CASES, ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY PRIOR AGREEMENT FOR WIRELESS SERVICE WITH US OR ANY OF OUR AFFILIATES OR PREDECESSORS IN INTEREST, OR ANY PRODUCT OR SERVICE PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT OR SUCH A PRIOR AGREEMENT, OR ANY ADVERTISING FOR SUCH PRODUCTS OR SERVICES, WILL BE SETTLED BY ONE OR MORE NEUTRAL ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") OR BETTER BUSINESS BUREAU ("BBB"). YOU CAN ALSO BRING ANY ISSUES YOU MAY HAVE TO THE ATTENTION OF FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCIES AND THEY CAN, IF THE LAW ALLOWS, SEEK RELIEF AGAINST US ON YOUR BEHALF. (2) FOR CLAIMS OVER \$10,000, THE AAA'S WIRELESS INDUSTRY ARBITRATION ("WIA") RULES WILL APPLY, FOR CLAIMS OF \$10,000 OR LESS, THE COMPLAINING PARTY CAN CHOOSE EITHER THE AAA'S SUPPLEMENTAL PROCEDURES FOR CONSUMER-RELATED DISPUTES, AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT, OR THE BBB'S RULES FOR BINDING ARBITRATION. EACH OF US MAY BE REQUIRED TO EXCHANGE RELEVANT EVIDENCE IN ADVANCE. IN LARGE/COMPLEX CASES UNDER THE WIA RULES, THE ARBITRATORS MUST APPLY THE FEDERAL RULES OF EVIDENCE AND THE LOSER MAY HAVE THE AWARD REVIEWED BY A PANEL OF THREE NEW ARBITRATORS. (3) YOU CAN OBTAIN PROCEDURES, RULES, AND FEE INFORMATION FROM THE AAA (WWW.ADR.ORG), THE BBB (WWW.BBB.ORG), OR FROM US. THIS AGREEMENT DOESN'T PERMIT CLASS ARBITRATIONS EVEN IF THOSE PROCEDURES OR RULES WOULD. IN EXCHANGE FOR YOUR AGREEMENT TO ARBITRATE ON AN INDIVIDUAL BASIS, WE'RE PROVIDING YOU A FREE INTERNAL MEDIATION PROGRAM. MEDIATION IS A PROCESS FOR MUTUALLY RESOLVING DISPUTES. A
--	---

agreement with us and remove your discount after your Customer Agreement expires or if you leave your employer. You agree that any change or removal of your discount, based on your employment status or your organization's agreement with us, shall not be considered to have a material adverse effect on you.

Disclaimer of Warranties

~ WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS, OR IMPLIED, INCLUDING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICE OR YOUR WIRELESS PHONE. WE CAN'T PROMISE UNINTERRUPTED OR ERROR-FREE SERVICE AND DON'T AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON OUR BEHALF. THIS DOESN'T DEPRIVE YOU OF ANY WARRANTY RIGHTS YOU MAY HAVE AGAINST ANYONE ELSE.

Waivers and Limitations of Liability
 ~ UNLESS THE LAW FORBIDS IT IN ANY PARTICULAR CASE, WE EACH AGREE TO LIMIT CLAIMS FOR DAMAGES OR OTHER MONETARY RELIEF AGAINST EACH OTHER TO DIRECT DAMAGES. THIS LIMITATION AND WAIVER WILL APPLY REGARDLESS OF THE THEORY OF LIABILITY, WHETHER FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, PRODUCTS LIABILITY, OR ANY OTHER THEORY. THIS MEANS THAT NEITHER OF US WILL SEEK ANY INDIRECT, SPECIAL, CONSEQUENTIAL, TREBLE, OR PUNITIVE DAMAGES FROM THE OTHER. THIS LIMITATION AND WAIVER ALSO APPLIES TO ANY CLAIMS YOU MAY BRING AGAINST ONE OF OUR SUPPLIERS. TO THE EXTENT THAT WE WOULD BE REQUIRED TO INDEMNIFY THE SUPPLIER FOR SUCH CLAIM, YOU agree we aren't liable for problems caused by you or a third party, by buildings, hills, network congestion, tunnels, weather, or other things we don't control; or by any act of God. You also agree we aren't liable for missed Voice Mails, or deletions of Voice Mails from your Voice Mailbox (if you have one), even if you've saved them. If another wireless carrier is involved in any problem (for example, while you roam), you also agree to any limitations of liability in its favor that it imposes.

Employee Discounts

You may be eligible for a discount on your monthly access fee based on an agreement between

.

your employer and us or if you qualify under a government employee discount program. When you make changes to your account, we may require you to validate that you are still employed by your organization. You understand that by participating in an employee discount program we may release certain information relating to your service, including your name, your wireless telephone number and total monthly charge to your organization (does not apply to government employees). We may adjust your discount in accordance with your organization's

number.) Except as provided in this agreement, we won't intentionally share personal information about you without your permission. **WE MAY USE AND SHARE INFORMATION ABOUT YOU AND HOW YOU USE THE SERVICES:** (A) SO WE CAN PROVIDE OUR GOODS OR SERVICES; (B) SO OTHERS CAN PROVIDE GOODS OR SERVICES TO US, OR TO YOU ON OUR BEHALF; (C) SO WE OR OUR AFFILIATES CAN COMMUNICATE WITH YOU ABOUT GOODS OR SERVICES THAT ANY OF US OFFER (ALTHOUGH YOU CAN CALL US ANY TIME IF YOU DON'T WANT US TO DO THIS); (D) TO PROTECT OURSELVES; OR (E) AS REQUIRED BY LAW, LEGAL PROCESS, OR EXIGENT CIRCUMSTANCES. IN ADDITION, WE MAY INCLUDE OUR OWN OR THIRD-PARTY ADVERTISING IN THE SERVICES YOU'VE PURCHASED FROM US, AND WE MAY SHARE INFORMATION ABOUT YOU WITH AFFILIATES, VENDORS, AND THIRD PARTIES TO, IN ADDITION TO THE ABOVE REASONS, DELIVER RELEVANT ADVERTISING TO YOU WHILE USING THE SERVICES. WE MAY COLLECT AND TRANSMIT INFORMATION REGARDING YOUR USE OF THE SERVICES THROUGH APPLICATIONS OR OTHER SOFTWARE PRESENT ON YOUR DEVICE. IF YOU DO NOT WANT US TO COLLECT, TRANSMIT OR USE SUCH INFORMATION ABOUT YOU FOR THE ABOVE PURPOSES, YOU SHOULD NOT USE THE SERVICES; BY USING THE SERVICES, YOU IRREVOCABLY AUTHORIZE US TO USE YOUR INFORMATION FOR THESE PURPOSES. Further, you've authorized us to investigate your credit history at any time and to share credit information about you with credit reporting agencies and our affiliates. If you ask, we'll tell you the name and address of any credit agency that gives us a credit report about you. It's illegal for unauthorized people to intercept your calls, but such interceptions can occur. For training or quality assurance, we may also monitor or record our calls with you.

Our Rights to Limit or End Service or This Agreement

You agree not to resell our service to someone else without our prior written permission. You also agree your wireless phone won't be used for any other purpose that isn't allowed by this agreement or that's illegal. You agree that you won't install, deploy, or use any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate a transmitted RF signal. **WE CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR END YOUR SERVICE OR ANY AGREEMENT WITH YOU FOR THIS OR ANY OTHER GOOD CAUSE**, including, but not limited to: (a) paying late more than once in any 12 months; (b) incurring charges larger than a required deposit or billing limit (even if we haven't yet billed the charges); (c) harassing our employees or agents; (d) lying to us; (e) interfering with our operations; (f) breaching this agreement; (g) "spamming," or other abusive messaging or calling; (h) modifying your wireless phone from its manufacturer's specifications; (i) providing credit information we can't verify; (j) using your service in a way that adversely affects our network or other customers; or (k) allowing anyone to tamper with your wireless phone number. We can also temporarily limit your service for any operational or governmental reason. If you file for bankruptcy, our rights to limit, suspend, or end your service or any agreement with you will be governed by bankruptcy law.

Directory Information

~ We don't publish directories of our customers' phone numbers. We don't provide them to third parties for listing in directories either.

Your Privacy – IMPORTANT INFORMATION – PLEASE READ CAREFULLY BEFORE MAKING YOUR PURCHASE DECISION

~ We have a duty under federal law to protect the confidentiality of information about the quantity, technical configuration, type, destination, and amount of your use of our service, together with similar information on your bills. (This doesn't include your name, address, and wireless phone

Wireless Safety & Assistance

About You

- ~ You represent that you're at least 18 years old and have the legal capacity to accept this agreement. If you're ordering for a company, you're representing that you're authorized to bind it, and where the context requires, "you" means the company.

About This Agreement

- ~ A waiver of any part of this agreement in one instance isn't a waiver of any part or any other instance. You can't assign this agreement or any of your rights or duties under it. We may assign all or part of this agreement or your debts to us without notice, and you agree to make all subsequent payments as instructed. NOTICES ARE CONSIDERED DELIVERED WHEN WE SEND THEM BY EMAIL OR FAX TO ANY EMAIL OR FAX NUMBER YOU'VE PROVIDED TO US, OR 3 DAYS AFTER MAILING TO THE MOST CURRENT BILLING ADDRESS WE HAVE ON FILE FOR YOU, IF BY US, OR TO THE CUSTOMER SERVICE ADDRESS ON YOUR MOST RECENT BILL, IF BY YOU. If any part of this agreement, including any part of its arbitration provisions, is held invalid, that part may be severed from this agreement. This agreement and the documents to which it refers form the entire agreement between us on their subjects. You can't rely on any other documents or statements on those subjects by any sales or service representatives, and you have no other rights with respect to service or this agreement, except as a specifically provided by law. This agreement isn't for the benefit of any third party except our parents, affiliates, subsidiaries, agents and predecessors and successors in interest. Except to the extent we've agreed otherwise in the provisions on late fees, collection costs and arbitration, this agreement and disputes covered by it are governed by the laws of the state encompassing the area code assigned to your wireless phone number when you accepted this agreement, without regard to the conflicts of laws and rules of that state.

(4) IF YOU REQUEST MEDIATION UNDER OUR PROGRAM, PARTICIPATE IN GOOD FAITH IN AT LEAST ONE TELEPHONIC MEDIATION SESSION, AND THE MEDIATION DOESN'T RESOLVE THE DISPUTES BETWEEN US, WE'LL PAY ANY FILING FEE LATER CHARGED YOU BY THE AAA OR BBB FOR ONE ARBITRATION OF THOSE DISPUTES. IF THAT ARBITRATION PROCEEDS, WE'LL ALSO PAY ANY FURTHER ADMINISTRATIVE AND ARBITRATOR FEES LATER CHARGED FOR IT AND (IF THE ARBITRATION AWARD IS APPEALABLE UNDER THIS AGREEMENT) ANY APPEAL TO A NEW THREE ARBITRATOR PANEL. WE MAY MAKE YOU A WRITTEN OFFER OF SETTLEMENT ANY TIME BEFORE ARBITRATION BEGINS. IF WE DO AND YOU DON'T RECOVER IN ARBITRATION MORE THAN 75% OF THE OFFERED AMOUNT, YOU AGREE TO REPAY US THE LESSER OF ANY FEES WE ADVANCE DUE TO WHAT YOU WOULD HAVE PAID IN FEES AND COSTS IN COURT UNDER SIMILAR CIRCUMSTANCES.

(5) ANY ARBITRATION AWARD MADE AFTER COMPLETION OF AN ARBITRATION IS FINAL AND BINDING AND MAY BE CONFIRMED IN ANY COURT OF COMPETENT JURISDICTION. AN AWARD AND ANY JUDGMENT CONFIRMING IT ONLY APPLIES TO THE ARBITRATION IN WHICH IT WAS AWARDED AND CAN'T BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF.

(6) IF FOR SOME REASON THE PROHIBITION ON CLASS ARBITRATIONS SET FORTH IN SUBSECTION (3) ABOVE IS DEEMED UNENFORCEABLE, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY FURTHER, IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, WE EACH WAIVE ANY TRIAL BY JURY.

specialized equipment. We use anti-fraud technology to make fraudulent calling very difficult, particularly on digital calls. When roaming in some areas outside our network, you may still need to enter a PIN code before you can place calls. If you did not receive a PIN code when you enrolled for service, and you need one, please call Customer Service. Here are some other steps you can take to protect yourself:

- ~ A waiver of any part of this agreement in one instance isn't a waiver of any part or any other instance. You should always use your wireless phone responsibly while driving. The following recommendations and reminders are not only recomensible, they may be mandatory in your area.
 - When behind the wheel, safe and responsible driving is always your first priority.
 - Do not manually dial or look up phone numbers when driving. Pre-program important and frequently-dialed numbers and use the voice-activated and speed-dialing features of your phone. Do not take notes while driving.
 - Using a wireless phone while driving may increase your risk of distraction, whether or not you use a hands-free device. To eliminate this risk, consider turning your phone off and allowing calls to go to Voice Mail.
 - The risk of using a wireless phone while driving may be increased during hazardous traffic or weather conditions. When driving in these conditions, consider turning your phone off and allowing calls to go to Voice Mail.
 - If you choose to talk while driving, always use a hands-free device. Make sure your hands-free device is on and working before driving.
 - Do not engage in complex, stressful, or emotional calls while driving.
 - Know your wireless phone number so emergency personnel can call you back. You may want to write it down and keep it in your car for quick reference.
- ~ Safety is Your First Priority

For your well-being and the well-being of those around you, you should always use your wireless phone responsibly while driving. The following recommendations and reminders are not only recomensible, they may be mandatory in your area.

 - When not in use, lock phone using your lock code. Never leave your phone unattended, especially in your office or car.
 - Review your bill and report any suspicious calling activity. If we conclude that the calls are fraudulent, you will not be held responsible for the charges.
 - Record your phone's electronic serial number in the back of this Welcome Guide and keep it in a safe place.
 - Have your phone serviced only at a Verizon Wireless Communications Store or an authorized agent or retailer, manufacturer's service center, or other repair center authorized by the manufacturer.
- ~ FCC Rules and Regulations

The Federal Communications Commission (FCC) requires that wireless phones be operated in accordance with FCC rules and regulations and under supervision of the licensee. Severe punishment can result from failure to comply with the following regulations:

 - No person shall knowingly utter or transmit any false or fraudulent signal or distress communication.
 - No person shall willfully or maliciously interfere with, or cause interference to, any radio communication or signal.
 - It is unlawful to "listen in" on conversations intended for others or to divulge any information thereby obtained.
 - No person shall utter any obscene, indecent or profane language by means of radio communication.

National Do Not Call Registry Program as it Relates to Your Wireless Phone

- FCC regulations prohibit telemarketers from using automated dialers to call wireless phone numbers.

<p>MEDIATOR CAN HELP PARTIES REACH AGREEMENT, BUT DOESN'T DECIDE THEIR ISSUES. IN OUR MEDIATION PROGRAM, WE'LL ASSIGN SOMEONE (WHO MAY BE FROM OUR COMPANY) NOT DIRECTLY INVOLVED IN THE DISPUTE TO MEDIATE. THAT PERSON WILL HAVE ALL THE RIGHTS AND PROTECTIONS OF A MEDIATOR. NOTHING SAID IN THE MEDIATION CAN BE USED IN A LATER ARBITRATION OR LAWSUIT. CONTACT US AT VERIZONWIRELESS.COM OR THROUGH CUSTOMER SERVICE TO FIND OUT MORE.</p> <p>(4) IF YOU REQUEST MEDIATION UNDER OUR PROGRAM, PARTICIPATE IN GOOD FAITH IN AT LEAST ONE TELEPHONIC MEDIATION SESSION, AND THE MEDIATION DOESN'T RESOLVE THE DISPUTES BETWEEN US, WE'LL PAY ANY FILING FEE LATER CHARGED YOU BY THE AAA OR BBB FOR ONE ARBITRATION OF THOSE DISPUTES. IF THAT ARBITRATION PROCEEDS, WE'LL ALSO PAY ANY FURTHER ADMINISTRATIVE AND ARBITRATOR FEES LATER CHARGED FOR IT AND (IF THE ARBITRATION AWARD IS APPEALABLE UNDER THIS AGREEMENT) ANY APPEAL TO A NEW THREE ARBITRATOR PANEL. WE MAY MAKE YOU A WRITTEN OFFER OF SETTLEMENT ANY TIME BEFORE ARBITRATION BEGINS. IF WE DO AND YOU DON'T RECOVER IN ARBITRATION MORE THAN 75% OF THE OFFERED AMOUNT, YOU AGREE TO REPAY US THE LESSER OF ANY FEES WE ADVANCE DUE TO WHAT YOU WOULD HAVE PAID IN FEES AND COSTS IN COURT UNDER SIMILAR CIRCUMSTANCES.</p> <p>(5) ANY ARBITRATION AWARD MADE AFTER COMPLETION OF AN ARBITRATION IS FINAL AND BINDING AND MAY BE CONFIRMED IN ANY COURT OF COMPETENT JURISDICTION. AN AWARD AND ANY JUDGMENT CONFIRMING IT ONLY APPLIES TO THE ARBITRATION IN WHICH IT WAS AWARDED AND CAN'T BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF.</p> <p>(6) IF FOR SOME REASON THE PROHIBITION ON CLASS ARBITRATIONS SET FORTH IN SUBSECTION (3) ABOVE IS DEEMED UNENFORCEABLE, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY FURTHER, IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, WE EACH WAIVE ANY TRIAL BY JURY.</p>	<p>Toll-Free Calls and Emergency Services</p> <p>Calls to 800, 855, 866, 877 and 888 numbers are toll free; however, you will be billed for airtime. The exceptions are calls to Verizon Wireless Customer Service and Technical Support (press 1 3 1 1 1 SEND) from your wireless phone) and emergency calls (911), which are toll and airtime free. 911 Emergency Assistance: 9 1 1 SEND (toll-and airtime-free from your wireless phone).</p> <p>Fraud Prevention</p> <p>Verizon Wireless wants to protect your privacy and works hard to prevent unauthorized phone usage or fraud. Wireless phone numbers and calls are capable of being intercepted by someone with</p>
--	---

for their children, but not all songs or albums with potentially offensive lyrics are labeled.

Return & Exchange Policy

Phone/Accessory Return Policy

We will gladly accept returns or make exchanges on all merchandise purchased from Verizon Wireless.

Satisfaction Guarantee

You may terminate service for any reason within 30 days of activation. If you purchased equipment from us at a promotional price at the time of activation, you must return that equipment to avoid being assessed a \$175 Early Termination Fee. You will be responsible for all applicable usage fees, prorated access charges, taxes, surcharges or other charges that accrued to your account through the termination date. If you paid a security deposit, it may take between 30 and 60 days to process the return of your security deposit. The charges for any service used on the account before the service termination date may be applied against your security deposit.

Return and Service Termination

You may return any or all of your merchandise for any reason within 30 days of purchase. The original customer receipt must accompany all returns.

Age-Restricted and "Explicit" Labeled Content

We currently restrict from our offered services content that, benchmarked against other media distribution sources, would be considered inappropriate for people up to and including the age of 17. We have no plans to offer services that are rated for people age 18 or older, and will not do so until we have implemented appropriate age-restriction systems. Internet access and peer-to-peer communications like email, text messaging and phone calls are not included in services that are restricted. Parents should use their best judgment when permitting their children to use such services. Please note that some songs or albums available through V CAST Music may contain strong language or depictions of violence, sex, or substance abuse. Music that a record company has labeled as "Explicit" is labeled as such in the V CAST Music catalog, although not all record companies use this label, and those that do may consider different factors in determining how to apply it. The label is intended to alert customers of content that they may wish to avoid due to personal preference, or that they may find inappropriate

returned in order to receive a refund. If you received a discount based on the purchase of an item, the return of that item will result in the forfeit of the discount, which may be deducted from any refund amount. For exchanges for the same merchandise make and model, only the item to be exchanged needs to be included. If Verizon Wireless must remote install equipment from a vehicle or fixed location in order to return or exchange it, you will be charged a service fee.

Opened software purchased separately may be exchanged only for the exact same item at a Verizon Wireless Communications Store and may not be returned for refund.

Before returning or exchanging any product that has data in its memory, please transfer all files you wish to retain to another file source. Once the product is returned, your files cannot be recovered.

This return policy does not apply to customers who have purchased a Prepay Calling Plan. Because the FCC requires that carriers convert nearly all of their handsets to GPS capability, Verizon Wireless will no longer allow non-GPS phones to be activated on our network. If you upgrade from a non-GPS-capable to a GPS-capable phone and then return it within the 30-day period, Verizon Wireless will not allow the older non-GPS-capable phone back on our network. We will, however, allow you to exchange your new phone for another GPS-capable device that will meet your needs.

If you purchased your merchandise from the Verizon Wireless online store or by phone, please follow the instructions below to process your return:

- Returning your merchandise does not automatically terminate your service. In order to cancel your service, you MUST contact Customer Service at the phone number on your receipt.

Pack the merchandise (including phone, charger, battery, instructions, etc.) in its ORIGINAL box and shipping carton.

- All merchandise must be in like-new condition. The original customer receipt must accompany all returns. Refunds will only be issued to the purchaser whose name appears on the receipt. Merchandise is not eligible to be returned if the UPC code for the box is missing. Please retain a copy of the receipt for your records.
- Complete the Return Form at the back of this brochure, detach, and include with your shipment.
- Complete the prepaid, preaddressed return-shipping label enclosed with your purchase. Be sure to include your name on the label and affix it to the outside of the shipping carton. Please

retain a copy of the shipping label. This is proof of shipment, which contains your tracking information. Verizon Wireless cannot process any claims, or provide refunds, for lost or missing returns without this tracking information. The shipping label should be addressed to:

Verizon Wireless
C/O New Breed
4320 N. Sylvania Avenue

Fort Worth, TX 76137

• Call 1.800.GO.FEDEX (1.800.463.3339) to schedule a pickup or simply drop the package off at any Federal Express station. Please do not send your merchandise through the post office, as Verizon Wireless will not pay postage.

To track your return shipment via FEDEX call 1.800.GO.FEDEX or 1.800.238.5355. You can also track your return shipment online at www.fedex.com. If your return shipment is via another courier, please see courier's return label for specific tracking procedures.

If you purchased your merchandise from a Verizon Wireless Communications Store, please follow the instructions below to process your return:

- Customers who purchased their merchandise at a Verizon Wireless Communications Store should return / exchange their merchandise at a Verizon Wireless Communications Store only.
- Pack the merchandise (including phone, charger, battery, instructions, etc.) in its ORIGINAL box.
- All merchandise must be in like-new condition. The original customer receipt must accompany all returns. Merchandise is not eligible to be returned if the UPC code for the box is missing. Please retain a copy of the receipt for your records.
- Return the merchandise to any Verizon Wireless Communications Store.
- Returning your merchandise does not automatically terminate your service. Cancellation of service can only be done at the request of the customer.
- If you purchased your equipment from another retailer, the retailer's return policy applies.

Gift Card Returns
Gift Cards can be returned at a Verizon Wireless Communications Store within 30 days of the date of purchase if accompanied by the original receipt. If the Gift Card was purchased from the Verizon Wireless online store, please visit your nearest Verizon Wireless Communications Store to process the return. The online store is unable to process Gift Card returns.

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that this document(s) filed through the ECF system will be sent
3 electronically to the registered participants as identified on the Notice of Electronic Filing (NEF)
4 and paper copies will be sent to those indicated as non registered participants on February 29,
2008.

5 Date: February 29, 2008.

6 _____
7 /s/ Richard E. Drooyan
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28